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February 26, 2002

VIA COURIER

Mary L. Cottrell, Secretary
Department of Telecommunications and Energy
One South Station, Floor 2
Boston, MA 02110

Re: D.T.E. 01-95
Petition of Franklin W. Olin College of Engineering
Boston Edison Responses to Information Requests

Dear Secretary Cottrell:

Enclosed herewith for filing is Boston Edison Company's Supplemental Response to the Information Request OC-1-21 (Supp) in the above-captioned matter.

If there are any questions regarding this submittal please contact the undersigned.
Thank you for your attention to this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. Stowe", written over a horizontal line.

Enclosures

cc: Robert Hayden, Hearing Officer
Ronald LeComte, Electric Power Division
Eric J. Krathwohl, Esq.
Wayne Frigard, Esq.
David S. Rosenzweig, Esq.
Richard Joyce, Director WMLP
Stephen P. Hannabury, Vice President Olin College

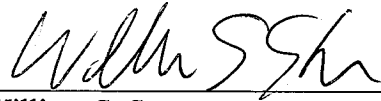
**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

Franklin W. Olin College of Engineering

D.T.E. 01-95

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing responses to information requests in accordance with the Department rules.



William S. Stowe
Attorney for
Boston Edison Company
800 Boylston St., Floor 17
Boston, MA 02199

DATED: February 26, 2002

Information Request OC-1-21

Please provide a copy of the document through which NSTAR was granted a franchise to provide electric service through the entire Town of Needham.

Response

As the actual and historical provider of distribution service to customers within the Town of Needham ("Needham"), Boston Edison Company ("Boston Edison") has an exclusive franchise right to serve Needham, pursuant to the Electric Restructuring Act of 1997 and Chapter 164 of the General Laws, section 1B(a). In addition to that statutory grant of authority, Boston Edison's predecessor, Edison Electric Illuminating Company of Boston, had the right to serve Needham pursuant to a contract dated February 25, 1908. If Boston Edison locates a copy of this contract or associated documentation, it will provide a supplement to this response.

Supplemental Response

Please see Attachment OC-1-21 (Supp) for a copy of certain agreements and associated documentation between Edison Electric Illuminating Company of Boston and the Town of Needham.

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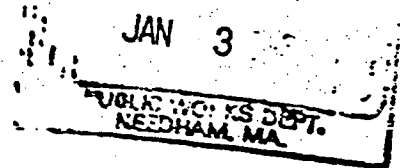
D.T.E. 01-95
Attachment OC-1-21 (Supp)

JAN -3 PM 3:32

OFFICE OF THE DIRECTOR
OF PUBLIC WORKS
TOWN OF NEEDHAM

Boston, August 4th, 1903.

To the Selectmen of the
Town of Needham, Mass.



Dear Sirs:-

The Edison Electric Illuminating Company of Boston has accepted an assignment of the existing contract for the supply of electric current to the electric lighting system of said Town, dated July 13th, 1903, and terminating on October 1, 1903, and hereby agrees to perform and execute the same according to its terms.

THE EDISON ELECTRIC ILLUMINATING COMPANY OF BOSTON,

By:

C. L. Bay
President.

Boston, Mass. Feb. 20, 1908.

Board of Selectmen,

E. H. Bowers, Chairman,

Needham, Mass.

Gentlemen:-

It is hereby agreed and understood that The Edison Electric Illuminating Company of Boston will continue to light the Town Hall and Library without charge as heretofore, until such time as the transmission line, so-called, is placed underground, or until such time as the Town shall discontinue its lighting contract with the Edison Company.

Yours respectfully,

THE EDISON ELEC. ILL. CO. OF BOSTON

By



Supt. Right of Way & Street Lighting.

WHL/W/S.

Needham, Mass., August 1st, 1903.

To the Selectmen of the
Town of Needham, Mass.

Dear Sirs:-

Having, with the assent of the Town and of your Board, assigned to The Edison Electric Illuminating Company of Boston the existing contracts for the supply of electric current to the electric lighting system of said Town, dated, respectively, July 13, 1893, and July 15, 1903, and said Edison Company having agreed to perform and execute the same according to their terms, the Town is hereby requested to make all future payments under said contracts and each of them to said Edison Company.

Yours respectfully,

William W. Carter
Charles H. Carter
Frank B. Carter

Boston, Mass., Aug. 4th, 1903.

To the Selectmen of the
Town of Needham, Mass.

Dear Sirs:-

The Edison Electric Illuminating Company of Boston has accepted an assignment of the contract for the supply of electric current to the electric lighting system of said Town, dated July 15, 1903, and terminating in five years from the 1st day of October, 1903, unless renewed by the Town for the further period of five years as therein provided; and hereby agrees to perform and execute the same according to its terms.

THE EDISON ELECTRIC ILLUMINATING COMPANY OF BOSTON,

By:

W. L. Bayar President.

KNOW ALL MEN BY THESE PRESENTS :

That THE INHABITANTS OF THE TOWN OF NEEDHAM, a municipal corporation in the County of Norfolk and Commonwealth of Massachusetts, in consideration of Eleven Thousand Dollars (\$11,000) paid by THE EDISON ELECTRIC ILLUMINATING COMPANY OF BOSTON, a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business in Boston in said Commonwealth, the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell, assign, transfer and convey unto the said The Edison Electric Illuminating Company of Boston, its successors and assigns, all poles, wires, transformers and other property, fixtures, apparatus and materials now used or capable of use by said Town for the lighting of the streets, squares and ways of said Town, subject, however, to the following condition precedent, namely, that the Board of Selectmen of said Town shall grant to said The Edison Electric Illuminating Company of Boston locations for said poles, wires, transformers and other property, fixtures and apparatus in the streets, squares and ways of said Town.

TO HAVE AND TO HOLD all and singular the property aforesaid to the said The Edison Electric Illuminating Company of Boston, its successors and assigns, to their own use and behoof forever.

IN WITNESS WHEREOF these presents have been signed and sealed by The Inhabitants of the Town of Needham, by their Special Committee on Electric Lighting and Board of Selectmen acting jointly, hereunto duly and specially authorized, and by The Edison Electric Illuminating Company

of Boston, by its president, hereunto duly authorized, on
this *twentieth* day of February, A. D. 1908.

THE INHABITANTS OF THE TOWN OF NEEDHAM

Committee on
Electric Lighting

By

Off. full
Geo. B. F. F. F. F.
Geo. B. F. F. F.
Geo. B. Thorpe

Selectmen

Edgar H. Bowers
John A. Tilton
William A. Probert

THE EDISON ELECTRIC ILLUMINATING COMPANY OF BOSTON

By

E. J. Edgar
Its President.

Norfolk S.S. Needham February 25th 1908
Personally appeared before me Edgar H.
Bowers Chairman of the selectmen of the
town of Needham and acknowledged the
above signature to be his free act and
deed

Thomas Sutton
Justice of the Peace

Needham Copy

THE INHABITANTS OF THE TOWN OF

NEEDHAM

to

THE EDISON ELECTRIC ILLUMI-
NATING COMPANY OF BOSTON.

BILL OF SALE

BURDETT & WARDWELL,

ATTORNEYS AT LAW,

INDIA BUILDING, 84 STATE ST., BOSTON

THIS CONTRACT, made this *Twenty-fifth* day of *February* A. D. 1908, by and between THE EDISON ELECTRIC ILLUMINATING COMPANY OF BOSTON, a corporation duly organized under the laws of the Commonwealth of Massachusetts, hereinafter called the Company, its successors and assigns, of the first part, and the INHABITANTS OF THE TOWN OF NEEDHAM, a municipal corporation in said Commonwealth, hereinafter called the TOWN, of the second part, WITNESSETH:

Art. 1. The Company agrees at its own expense for the consideration hereinafter recited, to furnish, place and maintain such number of electric arc and incandescent lights as the Town may, from time to time, request, for lighting the streets and other public places in the town, and keep the same lighted as hereinafter provided, so as to give a clear and reasonably steady light, the number at the beginning of this contract to be not less than two (2) arc lights and five hundred and thirty-three (533) incandescent lights or their equivalent.

Art. 2. At the beginning of this contract, the lights shall be located where now placed, and any additional lights that may be required by the Town shall be located at such points as may be determined by the Town, provided that the Company shall not be required to extend the lines more than one hundred (100) feet in order to install one incandescent light, or more than five hundred (500) feet in order to install one arc light, for each unexpired year of this contract, but no extensions of lines or additional lights shall be required during the last year of this contract; provided, however, that the Town may require extensions of lines or additional lights at any time during the period of this contract by paying the cost of the same or the cost of so much

of the extension as exceeds that herein required to be made by the Company, such payments to apply as credits upon bills for the future supply of lights on such additional lines.

Whenever requested by the Town, the Company will change the location of any light, and the Town will pay the cost of moving the same, such cost not to exceed Five Dollars for each arc light and Three Dollars for each incandescent light so moved, unless new lines or poles are required.

Art. 3. The arc lights shall be of the six and six-tenths ampere "Alternating Current Enclosed" pattern, requiring an electrical energy of four hundred twenty-two watts on an average, and no light shall average less than four hundred and ten watts, or such modification of the same as shall be practicable, provided the candle power of the lights shall not be reduced. The incandescent lights shall be the so called thirty-two (32) candle power, and shall be promptly renewed by the Company whenever they become dim, broken-- or burned out.

Art. 4. The Company agrees to keep all said lights lighted during certain hours daily, according to the time schedules to be furnished by the Town; and the party or parties designated by the Board of Selectmen of said Town shall have authority to order said lights to be burned at any time.

Art. 5. All lights, when placed in service under this contract, shall continue to be furnished by the Company and paid for by the Town as herein provided until the termination of this contract. Said Town shall have the right to discontinue from time to time a reasonable number of lights for reasonable cause, not exceeding in any one year, twenty (20) incandescent lights or their equivalent. Permission to discontinue lights is not intended to allow changes of location of lights except at expense of town, and if lights are discontinued and then other lights orders

in at other locations, payment shall be made as for changes of location to the extent of the number discontinued.

Upon the termination of this contract, or the discontinuance of any lights furnished by the Company under the terms hereof, payment shall be made by the Town pro rata up to the time of such termination or discontinuance.

Art. 6. The prices for the lights fixed herein are based upon the understanding that said lights are to be furnished from what is known as the over-head system of wires, but if during the continuance of this contract, the Company is obliged to place its wires underground, by reason of an act of the Legislature or otherwise, said Town shall annually thereafter, during the continuance of this contract, pay said Company, in addition to the rates for lights hereinafter fixed, amounts equal to six per cent of the initial cost of that portion of the underground constructions of the Company in Needham used exclusively for the service of said Town, including the expense of changing the wires giving exclusive service to said Town from over-head to underground. But if the Company's lines on Green Street from Great Plain Avenue to South Street, thence on South Street to Dedham Avenue, thence on Dedham Avenue to Pleasant Street, thence on Pleasant Street to a private way known as Kimball Street, or its lines on Great Plain Avenue between the Dedham line and Green Street, and on Chestnut Street from a point in front of land of E. B. Harndem on Chestnut Street between Garfield Street and School Street to the Dover line, locations for which have heretofore been granted by the Selectmen of said Town, and are recorded under date of December 31, 1903, in Book 2, pages 30 and 31, in the records of said Town, or any other lines of said Company which are or may be constructed for use exclusively or mainly for transmitting current through Needham to other places, shall be required

to be placed under-ground, the same shall be done at the Company's own expense without payment or contribution on the part of the Town; and if during the term of this contract the Company shall voluntarily place any of its wires under-ground in or along any of the streets or highways of said Town, the Company shall do so at its own expense without payment or contribution on the part of the Town.

Article 7. All lamps, poles, wires, fixtures, and other apparatus, appliances and materials used in carrying out this contract, and located in the streets and other public places in the Town, shall be furnished by the Company, shall be of suitable quality, shall be kept in good order and condition by the Company, and shall be immediately replaced when broken or otherwise defective.

Art. 8. The Town agrees for the considerations hereinbefore recited, subject to appropriations from year to year, to pay the Company for the lights furnished and kept lighted as aforesaid, provided the Company fully performs in every respect its part of this contract, at the following rates: For sixteen hundred hours' burning per year, at the rate of seventy-five dollars per year for each arc light furnished, and at the rate of fifteen dollars per year for each incandescent light furnished. For such number of lights, counting one arc light as equivalent to five incandescent lights, as shall exceed four hundred incandescent lights, or their equivalent, the prices shall be at the rate of sixty-five dollars per arc light and thirteen dollars per incandescent light per year, instead of seventy-five dollars and fifteen dollars respectively, as above provided. When the burning varies from 1600 hours per year, adjustment shall be made on the basis of four-tenths of a cent per hour for each incandescent light, and on the basis of two cents per hour for each arc light.

This contract being drawn for a term of twenty years, a discount of twenty per cent shall be made by the Company from each monthly bill figured as aforesaid.

If during the continuance of this contract, the Company's regular prices for arc or incandescent lights furnished to other municipalities are reduced, a like reduction shall be made in the prices of the arc and incandescent lights herein provided for.

If at any time during the continuance of this contract (but not before the lapse of three years from the date hereof, and thereafter not oftener than once in three years) either the Town or the Company shall claim that the prices then being charged and paid hereunder are unreasonably high or low, as the case may be, said Company or said Town may apply to the Board of Gas and Electric Light Commissioners for an increase or reduction in said rate, and both parties hereto shall be bound by the order of said Board in that regard, unless the rates so fixed shall be in violation of any constitutional provision.

4 Art. 9. A deduction shall be made for every hour that any light or lights shall remain unlighted, or of less than the required power, during any of the hours specified for the same to be lighted, and at the same rate for any part of an hour, as follows:-

Five (5) cents per hour for arcs and one (1) cent per hour for incandescents.

The Town shall furnish to the Company each day during the continuance of this contract a list of lights unlighted, or of less than the required power during the preceding night, giving times and locations, and shall furnish a summary of the same on or before the fifth day of each calendar month for the preceding month.

Art. 10. Payments shall be made to the Company on the regular pay day of the Town in each month, for the lights furnished the Town during the preceding month.

Art. 11. The Company agrees to indemnify and save harmless the Town against any and all claims for damages, loss, cost and expense on account of injury to persons or property, arising in any way out of the erection, construction, maintenance or use of any of the lamps, poles, wires, fixtures and other apparatus and appliances furnished by the Company hereunder, except where such injury is the result in whole or in part of the fault or neglect of the Town, its officers, servants or agents, while acting as agents of said Town; and against any and all claims for damages by reason of any alleged infringement of patent rights in the use of lamps, poles, wires, fixtures, machinery and other apparatus, appliances and material supplied by the Company hereunder, and agrees, at its own expense, to assume the defence of all actions at law or in equity which may be brought against the Town for any alleged infringement of patent rights as aforesaid, and also against all decrees, judgments and orders of any court in relation to such alleged infringements.

Art. 12. The Company agrees that the Town may at all times with or without the Company's knowledge, employ a competent person to test the electrical currents and energy furnished to any or all of said lights and to examine and test the street lights to ascertain whether or not the Company is complying with the terms of this contract, and for such purpose the Company agrees that such competent person may have access at all reasonable times to all said lamps, poles, wires, fixtures and other apparatus of the Company in the streets and other public places in the Town, and used in carrying out this contract. The Town agrees to indemnify and save harmless the Company against any and all claims for damages, loss, cost and expense on account of injury to persons or property, arising in any way out of the employment of such person except such as may

arise in whole or in part from the fault or neglect of the Company, its agents or servants while acting as agents of said Company

In case two tests of any circuit shall be made separated by intervals of not less than one hour during any one night, and both of said tests shall show that the Company is not furnishing for said lights the electrical current or energy required by this contract, the average of the results of such tests shall be taken and deemed to be the actual current and energy furnished for said circuit during the entire lighting time of said night and a proportionate part of the payment for the lights in said circuit, for said night, as determined by said average, shall be deducted from the next monthly payment.

Art. 13. Should the Town at any time find that the Company is not complying fully with all the terms and requirements of this contract, the Town shall immediately notify the Company of such fact, so that the Company may at once remedy the fault.

Art. 14. This contract shall begin on October 1, A. D. 1908, and shall continue until October 1, A. D. 1928, and thereafter, subject to appropriations, during successive periods of one year each until this agreement shall have been terminated by notice in writing given by either party to the other not less than thirty days prior to the end of any such successive yearly period; and in default of such thirty days' notice, this agreement shall, without further notice or agreement, be deemed to be extended for an additional twelve months next succeeding the end of the yearly period then current.

Art. 15. If during the existence of this contract the Town of Needham shall decide to establish a municipal electric lighting plant in any manner authorized by law, this

~~THIS CONTRACT IS IN FULL PAYMENT OF THE DEBT OF THE TOWN OF NEEDHAM~~
contract may thereafter be terminated by either party there-
to on ninety days' notice in writing to that effect. But
in that event the Town shall not be entitled to the twenty
per cent discount provided for in Article 8 hereof, unless
the contract shall have been in operation for the full per-
iod of fifteen years. If the contract shall not have been
in operation for fifteen years, the account between the Town
and the Company shall be adjusted as follows: The Town
shall pay for all the lights theretofore furnished hereunder
the full rates named in said Article 8, subject only to the
following discounts, viz.: if the contract has been in force
for less than five years, no discount; if for five years
and less than ten years, five per cent; if for ten years and
less than fifteen years, ten per cent; if for fifteen years
and less than twenty years, fifteen per cent. And the Town
shall pay the Company whatever amount shall be required to
~~adjust the prices and discounts in accordance with this~~
provision.

Art. 16. No laborer, workman or mechanic working with-
in this Commonwealth in the employ of the contractor, sub-
contractor or other person doing or contracting to do the
whole or a part of the work contemplated by this contract
shall be requested or required to work more than eight
hours in any one calendar day.

IN WITNESS WHEREOF the said Company has caused these
presents to be executed in duplicate by its General
Superintendent, thereunto duly authorized, and the said
Town has caused these presents to be executed in duplicate
by its Board of Selectmen, thereunto duly authorized, the
day and year first above written.

THE EDISON ELECTRIC ILLUMINATING COMPANY OF BOSTON

By *William H. Atkins*
General Superintendent.

TOWN OF NEEDHAM

By

Samuel A. Brown
John A. Tilton } Selectmen
of
Needham

*OK
E.M.B.*

* * *

C O P Y .

THIS AGREEMENT, made this fifteenth day of July, A. D. 1903, by and between William W. Carter, Charles H. Carter and Frank B. Carter, corpartners doing business under the firm name of "Greendale Chemical and Electric Lighting Company," in the town of Needham, hereinafter called the "Company", of the first part, and said Town of Needham, a municipal corporation in the Commonwealth of Massachusetts, hereinafter called the "Town", of the second part,

WITNESSETH:

1. The Company agrees to furnish to the Town for the period of five years beginning October 1, 1903, sufficient alternating electric current to maintain lighted to full candle-power five hundred (500) 25-candle power incandescent lamps during every hour of each day from one-half hour after sunset until one o'clock in the morning, except upon such nights as there shall be sufficient moonlight unobscured by clouds; but said current shall be furnished upon all nights during the first and last quarters of the moon, the hours of sunset to be taken as set forth in the Farmer's Almanac.

The Company shall furnish, without expense to the Town, a competent person to supervise and care for said lamps during such periods of lighting, to replace lamps, when necessary, and to make ordinary repairs; and said Town shall supply all necessary poles, wires, lamps, fixtures and other appurtenances and all labor necessary for making extraordinary repairs and will pay for all material for the same.

The street lighting system of said Town to be supplied with current by the Company as aforesaid shall be that known as the Westinghouse system, using 25-candle power lamps of fifty (50) volts each; said lamps to be placed in series, each consisting of such a number of lamps as shall be determined by dividing the primary voltage on the lines of the Company by the voltage of each lamp, except that the present lighting in the so-called Charles River District shall remain as it is until the Town adds enough lamps to its system to complete a circuit.

The Town may change said street lighting system during the continuance of this contract, provided such change involves no expense to the Company either in the installation or operation of its plant.

The current for the lamps to be supplied as aforesaid shall be delivered by the Company upon or to the wires of the Town at such place in the town as may be mutually agreed upon. The potential of the current so furnished by the Company shall at all times be kept at thirty-two hundred volts (3200) volts, measured at the point of delivery to the distributing system of the Town so agreed upon. The Town shall have at all reasonable times the right of access to said point of delivery and to the wires, apparatus and appurtenances thereat for the purpose of tests and examination as to said potential.

2. The Town agrees to pay for the electric current furnished to its system as aforesaid at the rate of ten dollars (\$10.) per lamp per year, payment to be made monthly, beginning on the first day of November, 1903.

3. Any failure of light to be furnished under this contract, when due to faults or defects in the plant owned by the Town and not due to the negligence of the person furnished by said Company to look after said system, shall not affect the right of the Company to receive payment for the current furnished as aforesaid. But in case of any failure of light due to any fault in the plant or management of said Company, or to the wilful act or negligence of the Company or its agents, or to the negligence of the person furnished by said Company to look after the system as aforesaid, if continued for a period of three nights or less, shall subject the Company to a forfeit of any amount proportional to the whole amount to which the Company would otherwise by this contract be entitled for current, together with a penalty equal to said sum; and if such failure on the part of the Company shall continue for a period of more than three nights in any calendar month, the Company shall, besides forfeiting payment as aforesaid, forfeit also to the Town an amount equal to three times the amount so forfeited. In case of any failure on the part of the Company to furnish current for light as herein specified, not due to the causes above named, the Town shall be entitled to a proportional reduction of the amount due hereunder from it.

4. The Company agrees that if, at any time or times, the Town shall desire current to be furnished for its incandescent lamps after one

o'clock in the morning as above provided, it will furnish the same at the following rate, namely, three-quarters of one cent ($3/4$ of 1¢) per hour for each incandescent lamp of 25-candle power.

5. The Town may at any time or times during the continuance of this contract, upon reasonable prior notice to the Company, add to the number of lights to be supplied with current as aforesaid, in which case the Company shall proportionately increase its electric current furnished to the Town and shall be entitled to and shall receive from said Town an additional amount at the rate of nine dollars (\$9.) for each such additional lamp per annum.

6. If at any time during the continuance of this contract the Town shall vote to install an underground system of wires, pipes or conduits, it shall have the privilege of doing so, and there shall be no increase in the price or cost of lighting to said Town under this contract on that account.

7. The Company also agrees to furnish to the Town, without additional expense, such amount of electricity as may be necessary to charge storage batteries for the fire-alarm system of the Town.

8. The Company further agrees to furnish, without expense to the Town, the current sufficient for lighting two (2) 1200 candle power arc lights, to be lighted each day from one-half hour after sunset until dawn the next morning, one of such lamps to be located in the square at Needham and the other to be located in the square at Highlandville, the Town agreeing to install said lamps and to provide for the turning on and off of the lights without expense to the Company, so that they shall burn between one-half hour after sunset until dawn the next morning and no longer; the Town to furnish the carbons for said lamps and the Company to trim and repair the same, the materials for such repairs to be furnished by the Town.

9. The Company further agrees to furnish to the Town current for lights in the public buildings of the Town at a discount of twenty-five (25) per cent. from the regular rates for similar service; and if at any time during the continuance of this contract the price to the public for commercial lighting in said Town shall be reduced from the price fixed

at the date of this contract, the rate to the Town for the lamps installed in public buildings as aforesaid shall be proportionally reduced.

10. The Company further agrees to hold harmless and indemnify said Town against and for all damages which the Town may suffer to its lamps, wires or otherwise by reason of any over-charging of the wires of the Town or of excess potential in the current furnished by the Company under this contract.

11. In case the Town shall exercise its option to renew this contract as provided in article thirteen hereof, and shall afterwards vote to establish a plant of its own for the generation of electricity for its street lights, it may, by its Board of Selectmen, cancel this contract upon one year's notice in writing to that effect to the Company, given after the passage of such vote and shall not be liable in damages for such cancellation; nor shall this contract, nor any renewal thereof, nor the unexpired term thereof, constitute or be estimated as any element of damage or value in case the Town should be required to purchase the plant or any part thereof belonging to the Company.

12. In case of any discovery, invention or change in electrical science or in the method of generating and supplying electricity for lighting shall be made and put into general commercial use before the termination of this contract, by the adoption of which by said Company there shall have been or by or in consequence of which, if adopted by said Company, there would be, a substantial and material reduction in the cost of furnishing of current under this contract below the cost of the same when the price was fixed as aforesaid, the Town shall have the right, after giving the Company sixty (60) days' notice in writing of its contention, to have the question and amount, if any, of such reduction submitted to a disinterested arbitrator to be agreed upon by the parties hereto, or in case of failure so to agree, by a board of three arbitrators, to be appointed one by the Town, one by the Company, and a third by the two thus chosen; and if said arbitrator or arbitrators shall find that any substantial and material reduction in such cost has been made in consequence of any such discovery, invention or change, or would be made by its adoption by the Company, they shall determine what is the amount of such reduction and the price to be

paid by the Town for said current for the remainder of this contract shall be reduced by that amount, and such reduced price shall be received by the Company for the remainder of this contract in full satisfaction for the current furnished thereunder in place of the price thereof hereinbefore fixed as aforesaid.

13. This contract shall continue in force for a period of five (5) years from the first of October, 1903, with the option to the Town to renew the same upon the same terms for the further period of five (5) years. The Town shall, if so requested in writing by the Company, give written notice of its intention to renew or not to renew this contract four (4) ^{months} before the expiration of said first named period of five years.

14. In case the Town shall at any time during the continuance of this contract so elect, it may, by giving the Company sixty days' notice in writing of its intention so to do, assume the supervision and care of all lamps during the periods of lighting, the replacement of lamps when necessary and the making of ordinary repairs; in which case the Company shall be relieved of its obligations in those respects as set forth in the second paragraph of Article one hereof, and shall thereafter accept payment from the Town at the rate of nine dollars and fifty cents (\$9.50) per lamp per year, instead of ten dollars (\$10.) per lamp per year as hereinbefore provided.

In case of election by the Town as last hereinbefore provided, it shall keep its system of street lighting in good and proper working order; and if it shall fail or neglect to do so and such failure or neglect shall continue for seventy-two hours after notice of such failure or neglect shall have been received by the Selectmen, the Company shall have the right, during the continuance of such neglect or failure, to discontinue the supply of current to the Town under this contract, but shall nevertheless be entitled to charge and collect from the Town twenty-five per cent. (25%) of the amounts to which it would have been entitled had such failure or neglect not occurred.

15. The Company may, at any time, with the consent of the Town but not otherwise, change the potential of its current, to wit, thirty-two hundred (3200) volts, as agreed upon in the last paragraph of Article one of

of this contract, provided such change is made at the sole expense of the Company, and shall not change the street lighting system of the Town as defined in the third paragraph of said Article one.

16. The Town may at any time, if it so elects, at its sole expense, substitute twelve (12) incandescent 25 candle power lamps for the two 1200 candle power arc lamps referred to in Article 8 of this contract, which incandescent lamps shall thereafter be subject to all the terms and provisions of said Article so far as applicable thereto.

17. The Company shall furnish without charge to the Town all lamp renewals required in carrying out the provision for furnishing current for lights in public buildings, as provided in Article 9 of this contract.

18. The provision for the Company's supervision and care for lamps, set out in the second paragraph of Article 1 (one) hereof, shall be taken and deemed to extend to and include all lamps provided for under Articles 1, 4, 5 of this agreement and under Article 8, except as otherwise herein provided, during the periods of lighting herein provided for.

IN WITNESS WHEREOF, said Town, by its Selectmen thereto duly authorized, has hereunto affixed its corporate seal and set its corporate name, and said partners have hereunto set their several names and seals, on this fifteenth day of July, A. D. 1903.

TOWN OF NEEDHAM,

By (Signed) Joseph B. Thorpe) Its
" Alfred J. Mercer) Select-
" Walter F. Snow) men.

(Signed) William W. Carter) Copartners
" Charles H. Carter) under the
" Frank B. Carter) firm name
) of Greendale
) Chemical &
) Electric
) Lighting
) Company

C O P Y .

Needham, Mass., July 29, 1903.

Bursuant to the authority conferred upon the Board by the Town at a meeting duly called and held on the twenty-seventh day of July, 1903, the Selectmen of the Town of Needham, in behalf of said Town, hereby assent to the assignment by William W., Charles H. and Frank B. Carter, copartners under the firm name of "Greendale Chemical & Electric Light Company", to the Edison Electric Illuminating Co. of Boston of the contract for the supply of electric current to the electric lighting system of the Town, made under date of July fifteenth, 1903, by the Selectmen in behalf of the Town pursuant to the vote of the Town passed April 8, 1903, and also to the future performance of said contract by said Edison Company.

(Signed) Joseph B. Thorpe

" Alfred J. Mercer

" Walter F. Snow.

Agreement
with the
F. J. Brown of Needham
General Chemical
and Electric Co.
January 15, 1903.

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March 6th, 1903.

Messrs. William W. Carter, Charles H. Carter and Frank B. Carter, copartners
under the firm name of the Greendale Chemical and Electric Light-
ing Company,

Needham, Mass.,

Gentlemen:-

In consideration of your execution, simultaneously herewith, of
a contract with this Company, of even date herewith, providing for the pur-
chase from you by said Company of your electric lighting property and busi-
ness in the Town of Needham, The Edison Company hereby agrees that in case
the contract with the Town of Needham referred to in paragraphs 3 and 4 of
said contract shall be made upon a basis of payment for the light furnished
according to meter readings instead of at a flat price of so much per lamp
per year, as stated in the contract, the same agreement for an extra payment
to you, as provided in said paragraphs, shall obtain, to be reckoned at the
same rate according to the amount received by the Company per lamp per annum.

Yours very truly,

THE EDISON ELECTRIC ILL. CO. OF BOSTON,

By



President.

CLE/H/E.

AN AGREEMENT made this sixth day of March, 1903,
by and between The Edison Electric Illuminating Company of
Boston, hereinafter called the "Company", of the first part,
and William W. Carter, Charles H. Carter and Frank B. Carter,
co-partners doing business under the firmname of "Greendale
Chemical and Electric Lighting Company," in the town of Need-
ham, Massachusetts, hereinafter called the "Partners", WITNESSETH:

That said Company and said Partners, in consideration
of the mutual promises herein contained and of other good and
valuable considerations, hereby covenant and agree with each
other as follows, namely:

Oct 1, 1903
W.W.C.
Ch.H.C.
F.B.C.
1. That said Partners shall, if possible, procure, prior
to ~~May 1~~ 1903, in the name and for the use and benefit of said
Company, such rights or locations for poles in the public streets
and ways of said town as may be deemed necessary by said Com-
pany or its attorney to enable it legally to erect and maintain
wires for the transmission of electricity in, through and over
such streets and ways,— such pole locations to be in substan-
tially the form hereto annexed. And said Company shall, so far
as practicable, co-operate with said Partners in procuring the
pole rights or locations aforesaid.

2. That if and when said Partners shall procure the pole
rights or locations aforesaid, said Company agrees to buy and
said Partners agree to sell and deliver, within five days after
notice that such pole rights have been granted, for the sum of
twenty-four thousand dollars (\$24,000.) to be paid by said Com-
pany to said Partners, all the machinery, apparatus and other
property then owned by said Partners and used by them in the
generation, distribution and sale of electricity in the town of
Needham, including all boilers, engines, dynamos, switchboards
and other machinery and apparatus situated in the electric light
station of said Partners in the town of Needham and used by them
for the purpose aforesaid, and all poles, wires, meters, trans-

formers, lamps, switches and other property and apparatus outside of said station owned and used by them in connection therewith for the distribution and sale of electricity in said town as aforesaid, but not including the land and building constituting the electric lighting station itself. But said Company shall have the right to occupy and use said land and building, together with the wells located on said premises, as an electric lighting station for any period which they may elect extending not beyond the first day of April, 1904, at a rental of forty dollars (\$40.) per month and at the same rate for any part of a month during which they may be so occupied and used. But said Partners shall have and are hereby given the option to purchase from said Company for the sum of two thousand dollars (\$2,000.) the foregoing plant for the generation of electricity in said Needham, including the boilers, engines, dynamos, switchboards and other machinery and apparatus now situated in the electric lighting station aforesaid, provided said Company decides to discontinue the use of the same and said Partners elect to purchase within ten days after notice from said Company that it proposes to discontinue the use of the same, the delivery of said generating plant and the payment therefor to be made within ten days after the discontinuance of such use.

3. That said Partners shall use their best endeavors to procure, prior to October 1, 1903, a contract between said Town of Needham and said Company for the supply, during a period of not less than five years next after the making of said contract, of the electric current necessary for the operation of not less than five hundred (500) incandescent street lamps of 25-candle-power each, at a price not less than ten dollars (\$10) per lamp per annum, including the supervision and care of said lamps by said Company,— said Town supplying all the necessary poles, wires, lamps, fixtures and all other appurtenances and all

labor necessary for making extraordinary repairs, and the Company supplying only the electric current and the labor necessary for supervision, care and ordinary repairs; or, in case the Town so decides, said contract may provide for the supervision and care of said lamps by the Town instead of by the Company, in which case the price per light per annum may be fifty cents (50¢) less than the above price of not less than \$10. per lamp per annum. Said Company shall, if and so far as practicable, co-operate with said Partners in procuring said contract.

4. That in case a contract shall be procured from said Town as above provided, at the price of \$10. per lamp per year, including care, or \$9.50 per lamp per year, without care, said Company will pay said Partners, in addition to the consideration hereinbefore named, the sum of four thousand dollars (\$4,000.); and in case a contract with said Town shall be obtained at a higher price than those above named, said Company will pay to said Partners a further additional consideration equal to five hundred dollars (\$500.) for each additional fifty cents per lamp per year provided for in such contract, the total consideration to be paid by said Company to said Partners not to exceed, however, the sum of thirty-five thousand dollars (\$35,000.).

5. That any coal which may be on hand in said station at the time it is transferred by said Partners to said Company as aforesaid shall be purchased by said Company from said Partners at the cost thereof to said Partners; but said Partners shall transfer, set over and deliver to said Company, as a part of the property sold and without extra payment therefor, all wires, lamps and supplies which may be on hand at the time of the transfer, together with all rights of said Partners in and to any and all pole rights or pole locations in the streets of said town and all contracts for the supply of electricity for light,

heat or power in said town of Needham owned, held or controlled by said Partners, said Partners hereby granting unto said Company full power and authority to enforce said contracts and to collect the proceeds thereof in the names of said Partners, if necessary; all the property above mentioned to be sold and delivered to said Company free and clear of all mortgages, attachments, liens or other encumbrances whatsoever.

6. That said Partners shall continue the business of electric lighting in said town, furnishing all the current necessary therefor and paying all bills contracted in connection therewith, up to the date of the transfer and delivery thereof to said Company, and shall likewise have the right to receive, collect and hold as their own all accounts due for electric current furnished up to that time. And said Company agrees that it will assist said Partners in the collection of any such accounts in any reasonable and legitimate way, so far as practicable.

IN WITNESS WHEREOF, said Company has hereunto caused its corporate seal to be set and its corporate name to be signed by Charles L. Edgar, its President, thereto duly authorized, and said Partners have hereunto set their hands and seals, at Boston, Massachusetts, on the day and date first above written.

THE EDISON ELECTRIC ILLUMINATING COMPANY OF BOSTON,

By: Charles L. Edgar President.

William H. Carter
Charles H. Carter
Frank B. Carter
Copartners
doing business
under the firm-
name of "Green-
dale Chemical
& Electric
Lighting
Company."

FORM OF VOTE for Locations.

VOTED: that all locations for poles ^{and wires} in the streets of the Town of Needham heretofore granted to or used by the "Greendale Chemical & Electric Lighting Company" or William W. Carter, Charles H. Carter and Frank B. Carter, copartners under the firm-name of "Greendale Chemical & Electric Lighting Company", be and are hereby granted to the Edison Electric Illuminating Company of Boston, and the assignment thereof by said partners or said "Greendale Chemical & Electric Lighting Company" to said Edison Electric Illuminating Company of Boston is hereby approved, ratified and confirmed.

EDISON ELECTRIC ILLUMINATING CO.
OF BOSTON AND
GREENDALE CHEMICAL & ELECTRIC
LIGHTING COMPANY.

Indexed

AGREEMENT.

Dated 3/6/03.

BURDETT & SNOW,
ATTORNEYS AT LAW,
AMES BUILDING, BOSTON.

KNOW ALL MEN BY THESE PRESENTS:

That we, WILLIAM W. CARTER, CHARLES H. CARTER and FRANK B. CARTER, co-partners doing business under the firm-name of "Greendale Chemical & Electric Lighting Company" in the town of Needham, Massachusetts, in consideration of the sum of twenty-eight thousand dollars (\$28,000.) to us in hand paid by THE EDISON ELECTRIC ILLUMINATING COMPANY OF BOSTON, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and deliver unto the said The Edison Electric Illuminating Company of Boston all the machinery, apparatus and other property now owned by us and heretofore used by us in the generation, distribution and sale of electricity in said town of Needham, including all boilers, engines, dynamos, switchboards and other machinery, fixtures, apparatus and appurtenances situated in our electric lighting station in the town of Needham, and heretofore used by us for the purpose aforesaid, and all poles, wires, meters, transformers, lamps, switches and other property, fixtures, apparatus and appurtenances outside of said station owned and heretofore used by us in connection therewith for the distribution and sale of electricity in said town as aforesaid, but not including the land and building constituting the electric lighting station itself, or however otherwise the same or any of the same may be described and wherever situate. But it is hereby stipulated and agreed that said Edison Company shall have the right to use and occupy said land and building, together with the wells located on said premises, as an electric lighting station for any period which it may elect, extending not beyond the first day of April, 1904, at a rental of forty dollars (\$40.) per month and at the same rate for any part of a month during which they may be so occupied and used.

But it is also hereby stipulated and agreed that we

shall have and are hereby given the option to purchase from said Edison Company for the sum of two thousand dollars (\$2,000.) the foregoing plant, for the generation of electricity in said Needham, including the boilers, engines, dynamos, switchboards and other machinery and apparatus now situated in the electric lighting station aforesaid, provided said Edison Company decides to discontinue the use of the same and we elect to purchase within ten (10) days after notice from said Company that it proposes to discontinue the use of the same, the delivery of said generating plant and the payment therefor to be made within ten (10) days after the discontinuance of such use.

TO HAVE AND TO HOLD all and singular the goods and chattels hereby sold, assigned, transferred and delivered unto the said The Edison Electric Illuminating Company of Boston and its successors and assigns forever.

And we hereby covenant with the vendee that we are the lawful and exclusive owners of the said goods and chattels, and have good right to sell and dispose of the same as aforesaid; that the same are free from all incumbrances, and that we will WARRANT AND DEFEND the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we have hereunto set our several hands and seals, at Needham, Massachusetts, on this fourth day of August, A.D. 1903.

William H. Carter

Charles H. Carter

Frank B. Carter



FRANK B. CARTER ET AL
to
THE EDISON ELECTRIC ILL'G COMPANY
OF BOSTON.

BILL OF SALE.
AND AGREEMENT.

dated 8/4/03

BURDETT & SNOW,
ATTORNEYS AT LAW,
AMES BUILDING, BOSTON.